



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno (Estimated Three-Year Cost: \$255,000) and Authorizing City Manager to Negotiate Two-Year Extension

MEETING DATE: August 15, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for security services for the Lodi Station and Lodi Station Parking Structure to Securitas Security Services USA, Inc., of Fresno, and authorizing the City Manager to negotiate a two-year extension, with escalators not to exceed 5%.

BACKGROUND INFORMATION: The attached contract is for security services for the Lodi Station and Lodi Station Parking Structure. Security services are currently provided by Securitas Security Services USA, Inc. The current security contract is at the end of its term and, in accordance with Federal regulations, needs to be re-bid. Currently, the Lodi Station and Lodi Station Parking Structure have security guards on duty 24 hours per day. This contract reduces security services to 7:00 p.m. to 7:00 a.m. on weekdays and 24 hours per day on weekends.

Proposals were received from six firms to provide security services to the City of Lodi. The Transportation Manager reviewed each of the proposals to ensure that they were complete and evaluated the proposals on officer training, reporting and documentation, current properties served, cost, and adherence to the Request for Proposals. In addition, copies of the top two proposals were submitted to the Police Department to review. After concluding the review, staff is recommending awarding the contract to the current provider, Securitas Security Services USA, Inc. (Securitas). Securitas presented the strongest proposal and, as the current provider, will allow for easy transition to the new contract. The previous transition required coordination between City Transit staff, MV Transportation staff, City Facilities Services staff and the Police Department. In addition, Securitas' proposal was \$0.80/hour less than the second-ranked proposal. Securitas' proposed price also included radio services (as required per the RFP) whereas the second-ranked proposal price did not include radios but rather broke that cost out as an additional \$7.50 per week.

These services are paid for from Transit operation funds. As such, all costs incurred are added to Fixed-Route and Dial-A-Ride operating costs and are reflected in cost-per-passenger statistics which are measured against goals assigned by the San Joaquin Council of Governments as a requirement of Transportation Development Act funding. By reducing the hours and the cost, the impact to the operating costs will be reduced. The annual cost of the service (not including overtime on holidays) is \$66,000. This is a reduction of approximately \$45,000 a year from the current contract.

APPROVED: _____

Blair King, City Manager

Adopt Resolution Awarding Contract for Security Services at the Lodi Station and Lodi Station Parking Structure to Securitas Security Services **USA, Inc.**, of Fresno (Estimated Three-Year Cost: \$255,000) and Authorizing City Manager to Negotiate Two-Year Extension
August 15,2007
Page2


The Request for Proposals was approved by Council on May 16,2007. The City received the following six proposals (listed in order as ranked by staff) for this project on June 13, 2007:

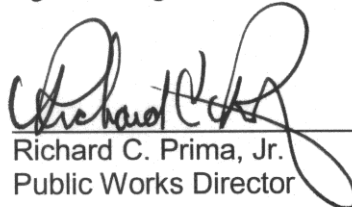
Proposer	Location	Proposal Amount (Straight time)
Securitas Security Services USA, Inc.	Fresno	\$14.70/hr
Delta Protective Services	Stockton	\$15.50/hr *
Ace's and Eight's Security Company	Lodi	\$22.50/hr
National Security Industries	San Jose	\$16.95/hr
Service Pro Security	Fairfield	\$32.25/hr
Windwalker Security Patrol, Inc.	Acampo	unresponsive bid

*Delta also includes a \$7.50/week charge for radios.

FISCAL IMPACT: **Without** rebidding a new contract, Federal operating funds would be ineligible for use.

FUNDING AVAILABLE: Funding has been included in the Fiscal Year 2007/08 Transit budget


Kirk Evans, Budget Manager


Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/drr

Attachment

cc: Transportation Manager

**CITY OF LODI
SECURITY SERVICES FOR LODI STATION
AND LODI STATION PARKING STRUCTURE**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and SECURITAS SECURITY SERVICES USA, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following document which is incorporated herein by this reference, to-wit:

Request for Proposals
Securitas Security Services USA, Inc. Response to Request for Proposals dated
June 11, 2007

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment as reflected in the Request for Proposals made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in the Proposal submitted by Securitas, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced

in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Request for Proposals and Contract Documents and the requirements of the Project Manager under them, to-wit:

This contract covers all as shown in the Request for Proposals for Security Services at the Lodi Station and Lodi Station Parking Structure.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. HRS PER week/weeks per year	UNIT PRICE	ESTIMATED TOTAL PRICE
1.	Security officer (standard)	HR	108/52	\$ 14.70	\$ 82,555.00
2.	Overtime	HR	0	\$ 22.05	\$ 0.00
3.	Holiday	HR	varies/08	\$ 22.05	\$ 2,116.80
4.	Radios (1)	EA	24/365	included	included

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary access to facilities as identified in the Request for Proposals.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to continue for a term of three (3) years.

ARTICLE IX - The selected service provider must provide a certificate of insurance in a form acceptable to the City's Risk Manager. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the agreement, as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the agreement.

ARTICLE X - Selected provider shall defend, indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs or liability which the City, its officers, agents and/or employees may sustain or incur, or which may

be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of selected provider during the performance of services under the terms of the agreement.

ARTICLE XI- The Contractor will defend and indemnify the City (and any other person or entity required to be defended or indemnified under this Contract) against any claim, loss, damage or expense (including, but not limited to, reasonable attorney's fees and costs of suit) in connection with the Contract, but only to the extent the claim, loss, damage or expense is caused by the negligence, gross negligence, willful misconduct or other fault of Company, its employees or agents.

ARTICLE XII – Notwithstanding anything in the Contract to the contrary, in no event will the Contractor or its insurers be liable to the City for any loss of business or profits, penalties, or special, indirect, consequential, punitive, exemplary or liquidated damages. This limitation does not apply to special damages paid by the way of indemnity in Article XI.

ARTICLE XIII - Notwithstanding anything in the Contract to the contrary, in no event will the Contractor or its insurers be liable for any claim, loss, damage or expense arising from:

1. A legal enactment, decree or moratorium, or any regulation, rule, practice or guideline of a public authority;
2. An intervention of public authority, an act of nationalization, confiscation or expropriation
3. An act of war, a violent or armed action, hi-jacking or act of terrorism;
4. A strike, lock-out, boycott or blockade; or
5. Any circumstance beyond the Contractor's reasonable control.

ARTICLE XIV - Any insurance coverage (additional insured or otherwise) Contractor provides for City or others will only cover liability assumed by the Contractor in this Contract; such insurance coverage will not cover the result's of the City's or others' own acts or omissions.

ARTICLE XV – City agrees that it will not employ, as a security officer or in any related capacity, directly or indirectly, any person who has been employed by the Contractor and assigned to the City's facility for a period of one hundred eighty days following the last date on which the Contractor employed such person. In the event of breach by City of this provision, City agrees to reimburse the Contractor the sum of Five Thousand Dollars per person for the Contractor's recruitment, screening and training costs. This restriction does not apply to the City's hiring of any former Contractor employee as a police officer.

ARTICLE XVI – City agrees to pay the overtime bill rate for: (a) any additional personnel or hours that are requested with less than 72 hours notice (but only for the first 72 hours); or (b) any additional personnel or hours requested for special occasions of temporary or short duration.

ARTICLE XVII – Contractor has no obligation to perform any duties or services (and will bear no responsibility for duties and services) other than those expressly specified in the Contract. Contractor is not engaged as a security consultant and has no overall responsibility for the City's security.

ARTICLE XVIII –

- (A) Either party may terminate the Contract at anytime without cause or penalty, but only with fourteen or more days prior written notice to the other party.
- (B) Contractor may terminate the Contract immediately with written notice to the City in the event of (a) a material change in the Contractor's insurance coverage relevant for the Contract; (b) a change in applicable law, rules, regulations or orders that, in the Contractor's

sole discretion, would constitute or require a material change of duties or services to be provided by Contractor under the Contract.

- (C) City may terminate the Contract immediately with written notice to the Contractor if at any time a Contractor security officer is found to be providing services under the Contract without a valid guard card on them.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2007-166

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR SECURITY SERVICES AT THE
LODI STATION AND THE LODI STATION PARKING
STRUCTURE AND AUTHORIZING THE CITY MANAGER
TO NEGOTIATE ONE 2-YEAR EXTENSION

WHEREAS, request for proposals for security services at the Lodi Station and the Lodi Station Parking Structure were approved by the City Council on May 16, 2007; and

WHEREAS, request for proposals for security services at the Lodi Station and the Lodi Station Parking Structure were received and opened June 13, 2007; and

WHEREAS, said proposals have been evaluated and a report thereof filed with the City Manager; and

WHEREAS, staff recommends award of the contract for the security services at the Lodi Station and the Lodi Station Parking Structure be made to the lowest responsive bidder, Securitas Security Services USA, Inc., of Fresno.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for security services at the Lodi Station and the Lodi Station Parking Structure be made to Securitas Security Services USA, Inc., of Fresno, in the amount of \$255,000 for three years and that the City Manager is authorized to negotiate one 2-year extension if cost increases do not exceed 5% per year.

Dated: August 15, 2007

I hereby certify that Resolution No. 2007-166 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL

City Clerk